

Scott Sedore #210661

Case No. 4:19-CV-10311

VS.

FILED  
DEC 14 2023

Hon. Sean F. Cox

Sherman Campbell, et al

CLERK'S OFFICE  
DETROIT

Mag. David R. Grand

"Motion to Enforce Terms of Settlement Agreement" - MDOC Defendants'

now comes Plaintiff, Scott Sedore #210661, before this Honorable Court with Great disappointment and Deep Regret. I ask this court to Intervene and "Order" MDOC Defendants to Honor the Settlement Agreement in the Above referenced case No. in a "Timely" manner. I am also requesting a In-person or video-conference Hearing on this matter, so I can more clearly delineate my arguments before this Honorable court.

In the instant facts of this motion - defendant's ("MDOC") have blatantly decided to drag their feet in Honoring this settlement and fulfill there obligation and Duty to the Plaintiff and this Honorable Court. Therefore, Plaintiff had no alternative at this point, but to petition this court to intervene and "Order" MDOC defendant's to honor the settlement that they entered into with me, when they signed the "General Release from Liability" on or about February 3rd, 2020, (sub-section #1(c))! Although it explicitly state's "Air mattress" in the settlement Agreement - Plaintiff has not received any Air mattress in a couple years. I have been receiving a "Medical mattress" in place of an Air mattress since that time. I am seeking a new medical mattress at this point, not a Air mattress. I am entitled to a new medical mattress, there is no Air mattress of Adequate, sufficient quality that will meet plaintiff's serious medical needs, that was established when I switched to a medical mattress.

This is not the 1st time that Plaintiff has asked this court to intervene and enforce the Terms of the settlement agreement in this Lawsuit settlement. MDOC defendant's have custom's, policies, practices in place to blatantly drag there feet in Honoring and fulfilling there

obligation in a "Timely" manner when the fact's warrant, demand, mandate, and require it. As a direct result, Plaintiff is entitled to "Relief" from this Honorable court, Plaintiff is the one left to suffer, 24/7 when the MOOC decides to "Take it's Time" in doing the right thing by plaintiff, I'm the one left to suffer, and defendant's do not seem to care one bit. As a result, Plaintiff is left with massive chronic pain, lost sleep, lost piece of mind, I am being crippled by this mattress, even more than I already am. I cannot hardly get out of my bed in the morning or through out each day and night, I feel like a piece of me is dying everyday that the current issue continue's, my failing mattress Exacerbates and contributes to a violation of the 8<sup>th</sup> Amendment, The "ADA" and "RA," Those involved are also guilty of violating there "Hippo-cratic Oath". They are well aware that as a result of the delay in honoring the terms of this settlement - that they are causing me harm and suffering, Physically, Emotionally, Mentally.

The Last time I petitioned this Honorable court, approximately a couple year's ago - to enforce the terms of the settlement Agreement - it related to defendant's dragging there feet in supplying me with a replacement effective, Adequate "Air mattress," In the MOOC's response to that motion, was that they were going to discontinue use of the Air mattress and switch, furnish plaintiff w/ a new, improved "Medical mattress". This court supported that move, and encouraged myself and MOOC parties to "work together" to resolve this matter, Plaintiff has made every reasonable attempt to work with defendant's to resolve this matter, Plaintiff has been more than patient and reasonable in this matter, That is all Plaintiff is required to do, I've been Lied to, on numerous occassion's, The time to be reasonable has now passed, now I must Ask this court to intervene Again, let my voice be heard, and "order" the defendant's to provide me with a "new" - medical mattress

in a "Timely" manner. I'm suffering Agonizing pain 24/7 because of current "Failing" medical mattress. Plaintiff no longer receives an "Air mattress". Despite defendant's never changing my (SAN) - special Accommodation Notice - defendant's have agreed and have a "Duty" that is enforceable by this court to provide me with a new medical mattress that is Adequate, effective, and meet's my "ongoing" medical needs. I have not received an Air mattress in several years, when I last petitioned this court to enforce the terms of the settlement Agreement about the Air mattresses, I am not asking the court to order defendant's to provide me a Air Mattress, unless it is a Heavy-Duty, Hospital Grade "Stryker" Air mattress that will meet my needs. I would much rather have a "new", effective medical mattress, I received my current medical mattress on or about April 24, 2023, my current mattress is well beyond the point of failure. It is no thicker than 2" where I lay my hips & butt. It feels like I am laying directly on the concrete floor. I have received a medical mattress 4-times. Each time the mattress fails within 6-7 months of receiving it, probably due to the fact that plaintiff is almost completely bedridden now, I am in my bed approximately 20-22 hours per day due to "ongoing" pain and orthopedic injuries. I cannot meet my daily living needs now, I require the Assistance of an "Aide" 24/7.

Defendant's replaced prior failing mattress within a month or so. Currently I have been trying to get a replacement medical mattress for about "3 month's", since around mid-September, 2023. I have made every attempt to receive a new, replacement medical mattress from the m00c in a "Timely" manner. That has not happened yet.

since on or around 9/11/2023, plaintiff has made the following attempts to resolve this matter, and receive a "New" Medical Mattress,

- ① 9/11/2023 - During a "Video Conference" w/ michigan Assistant Attorney General - Mr Allan J. Soros (P43702), Plaintiff told Mr Soros of his need for a "New" replacement medical mattress, Mr Soros is the person that plaintiff must contact / notify when he needs his mattress replaced.
- ② 9/26/2023 - I sent a letter to Mr Soros, Via U.S. mail, officially letting it be made known, in writing, of my need for a new replacement medical mattress.
- ③ 10/3/2023 - I sent another letter to Mr Soros, Via U.S. mail, again letting my need for a new replacement mattress be known.
- ④ 10/5/2023 - Health unit manager ("JCF") - Sirena Landfair (RN), and Joshua Buskirk (PA) - MDOC Central office, Bureau of Healthcare Services Administration, Lansing. They came to my Housing unit @ "JCF", took pictures of my medical mattress, spoke extensively with myself, and my assigned "Aide", Khalil Chahine #534769 - and assured me prior to leaving - that a new, better medical mattress would be on it's way to me in the very near future. That has not happened in anyway or form, when they left my Housing unit on 10/5/2023 - there was no question or dispute that I needed a new medical mattress immediately.
- ⑤ 10/19/2023 - "Tele - Conference" w/ Mr Allan Soros. This was specifically about my need for a new medical mattress, Mr Soros assured me that Dr James Blessman, Joshua Buskirk (PA) were working to provide me with a new - better, medical mattress in the very near future.
- - When we spoke on 10/19/2023, Mr Soros let me know that he had indeed received both my letters that I sent him on 9/26/23, 10/3/23.
- ⑥ 11/5/2023 - I sent another letter to Mr Allan J. Soros. In this letter, I asked Mr Soros to respond and tell me the status of my receiving my new mattress? I asked Mr Soros to respond in a "Timely" manner. Mr Soros did not respond at all.

- ⑦ 11/18/2023 - I sent a kite to "JCF" Health unit manager - Sirena Landfair (RN), asking her to please contact Joshua Buskirk (PA), Dr James Blessman (ACMO), and other's to find out when I will receive my new medical mattress? I stressed, delineated to ms. Landfair and other's how my current mattress was Exacerbating my ongoing chronic pain issues.
- ⑧ 11/19/2023 - I wrote a lengthy letter to Joshua Buskirk (PA), at Lansing-Central office, Bureau of Healthcare services. I explicitly delineated how the delay in my receiving a new medical mattress was Exacerbating my "ongoing" orthopedic issues and chronic pain in my Back, hips, legs, knee's, etc.
- ⑨ 11/19/2023 - I wrote a lengthy letter to MOOC - Assistant chief medical officer (ACMO) - Dr James Blessman, at Lansing - Central office, Bureau of Healthcare services, Dr Blessman handles medical mattresses matters. I explicitly delineated in my letter, how the delay in my receiving a new - medical mattress is Exacerbating my ongoing orthopedic issues, and contributing to an increase in my chronic pain related to my Back, hips, legs, knee's, etc., etc., !
- ⑩ 11/24/2023 - I wrote a lengthy letter to Assistant Attorney General - mr Allan Ji Soros, pleading w/ mr Soros to contact all parties involved in this matter, and find out what the delay is in me receiving my "new" mattress? I told mr Soros how this matter was causing extensive physical, emotional, mental harm to me. I also told mr Soros that I would be asking the assistance of the U.S. District court to resolve this matter, if I did not receive any response from him on or before 12/13/2023.
- ⑪ 12/3/2023 - kite to "JCF" Health unit manager - Sirena Landfair (RN), again letting it be known, how the delay is harming me. I asked her again to contact the people involved, no response!
- ⊗ I am asking this Honorable court to not only intervene, but to also schedule an in-person or video conference Hearing about this matter w/ all those involved.
- I swear under Penalty of perjury that Any/all statements are the truth.  
(12/13/2023) - Scott Seckoe #210661 ("JCF")

Scott Sedore #210661

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vs,

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Sherman Campbell, et al.

Mag. David R. Grand

"Certificate of Service"

I swear under Penalty of Perjury that I sent a copy of Plaintiff's "motion" to Enforce the Terms of Settlement with MOOC Defendant's, to all those involved. I sent this Via U.S. mail, on the date that I signed this at the bottom of this page. I sent a copy to the following:

① U.S. District Court  
Attn: Clerk of the Court  
231 West Lafayette Boulevard  
Detroit, Michigan  
48226

② Assistant Attorney General  
Attn: Allan J. Soros (P43702)  
P.O. Box 30217  
Lansing, Michigan  
48909

Plaintiff Address:

Scott Sedore #210661  
G. Robert Cotton Correctional Facility  
3500 North Elm Road  
Jackson, Michigan  
49201

Respectfully Submitted,

printed name: Scott Sedore #210661

signed name: Scott Sedore #210661

date: 12/13/2023

NAME: Scott Sedore #210661  
Number: G. Robert Cotton Correctional Facility  
Address: 3500 North Elm Road  
Address: Jackson, Michigan

49201

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U.S. District Court  
Attn: Clerk of the Court

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Detroit, Michigan  
48226

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